

LEASE AGREEMENT
SAINT CHARLES COUNTY FLOOD PLAIN PROPERTY

THIS LEASE AGREEMENT made and entered into on the year and day last written herein, by and between
who resides at: _____ city: _____ zip: _____
, and who owns: (property tax number) _____
, hereinafter called "Lessee," (phone(s) _____, and St. Charles County, Missouri, a charter county hereinafter called "St. Charles County."

WHEREAS, St. Charles County is conducting and administering the St. Charles County Flood Buy-out Program using Federal Emergency Management Agency, (FEMA) funding; and

WHEREAS, FEMA approved the use of lease-back agreements with Lessees;

NOW, THEREFORE, the parties hereby agree as follows:

1. The Lessee owns property adjacent to the below-described property. (*Strike if inapplicable*)
2. St. Charles County will lease property described as Subdivision:
, Block _____, Lots _____ with property tax number(s) _____ and more specifically referred to in the legal description which is attached hereto as Exhibit "A", for the consideration of:

- a) the sum of FIVE DOLLARS (\$5.00) / TWENTY DOLLARS (\$20.00)
(*choose applicable rate as provided by Ordinance*) for the term of this

lease, which amount is paid herewith and is non-refundable, and receipt of which is acknowledged by St. Charles County;

b) year-round maintenance of the property which includes, but is not limited to, keeping the property in a neat, clean and sanitary condition, and complying with all zoning and property maintenance codes of St. Charles County; and

c) payment of all subdivision assessments.

3. The maximum term of this lease is ONE YEAR / FIVE YEARS (*choose applicable lease term at lessee's option as provided by ordinance*), and shall expire on December 31, ____, or until terminated earlier as more fully explained herein.

4. During the term of this lease the Lessee shall:

- a) Not erect on leased ground any structures or other improvements, unless such structures (restrooms excepted) are open on all sides and are functionally related to open space use; not extend septic laterals on the leased premises, or use the land for commercial, industrial or residential purposes;
- b) Not authorize anyone to cut timber, remove soil, operate off-road vehicles, or conduct bonfires or parties on leased ground;
- c) Properly maintain the leased ground by not violating any current or future

County ordinance concerning maintenance of real estate within the County, including but not limited to: (1) No storage or dumping of trash or hazardous wastes; (2) No parking of unlicensed or commercial vehicles; (3) No parking of boats, trailers, campers, and other recreational vehicles, except those owned by the Adjacent Landowner for a period of not more than 48 hours per week; and (4) No keeping of poultry, or kennels;

- d) Remain the fee simple title holder of the adjacent property to the leased premises (*strike if inapplicable*);
- e) Occupy the adjacent property (*strike if inapplicable*);
- f) Not assign this lease;
- g) Abide by any deed restrictions of record that apply to the leased premises;
- h) Not sublease the property referred to herein; and
- i) Comply with all current and future County ordinances on building as well as planning and zoning; and
- j) Timely pay all County personal property and real estate taxes; and
- k) Assume full responsibility for the maintaining the leased premises in good and safe condition and indemnify the County of St. Charles for any losses, costs, claims, demands, damages and/or expenses arising out of any demand, claim, suit or judgment for damages to property and/or injury to or death of persons which may arise out of or be caused by the fault, failure,

negligence or alleged negligence of lessee or its agents or servants or employees, and

l) Add an endorsement to lessee's homeowner's liability insurance identifying the leased premises as insured and naming the County of St. Charles as an additional insured and maintain such endorsement for the full term of this lease, and

m) Be permitted to install a dusk to dawn light on leased ground for security purposes.

5. Personnel of St. Charles County, Missouri, have the right to enter upon and inspect the premises at any time.

6. This lease:

a) automatically expires as provided above, but

b) may also be terminated by either party hereto by giving forty-five (45) days prior written notice at the address of the other party shown on the signature page, and

c) may also be renewed by execution of a new lease as authorized by ordinance no later than forty-five (45) days prior to the expiration of this lease.

7. This Agreement constitutes the entire agreement between the parties, and any statements, representations, or promises are contained herein and not other oral

statements or promises shall be binding.

8. This Agreement shall be interpreted according to the laws of the State of Missouri.

IN WITNESS WHEREOF, THE PARTIES HAVE ENTERED INTO THIS
AGREEMENT ON THE DATE LAST WRITTEN BELOW

Executed by St. Charles County this ____ day of _____, 20__.

Executed by Lessee this ____ day of _____, 20__.

LESSEE

SAINT CHARLES COUNTY, STATE
OF MISSOURI

Address

Director of Facilities Management
300 North Second Street
St. Charles, Missouri 63301